

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Patrick Lynn, Chief of Police (954) 693-8320

PREPARED BY: Angela Rodgers, Davie Police Department

SUBJECT: Resolution

AFFECTED DISTRICT: Townwide

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND APPROPRIATE STAFF TO ENTER INTO AN AGREEMENT BETWEEN NOVA SOUTHEASTERN UNIVERSITY AND THE TOWN OF DAVIE TO PARTICIPATE IN THE A.D.A.P.T. PROGRAM. (\$20,000)

REPORT IN BRIEF: The A.D.A.P.T. Program is a collaborative effort involving the Police Department and Nova Southeastern University Mental Health Center to counsel adolescents who are first time offenders in lieu of sending them through the court system. Over the years of operation, the A.D.A.P.T. Program has served as a diversion resource to criminal prosecution of over 200 children from our community since 1997. This program has been utilized by the Police Department for the past 10 years. The approval of this agreement will continue to give an alternative to first time juvenile offenders who can benefit by use of this program as opposed to the court system.

PREVIOUS ACTIONS: Resolution 2004-270

CONCURRENCES: Reviewed by Town Attorney

FISCAL IMPACT: Yes

Has request been budgeted? Yes

If yes, expected cost: \$20,000.00

Account Name: Law Enforcement Trust Fund
Account # 001-0520-521-0316

RECOMMENDATION(S): Motion to approve the resolution

Attachment(s): Resolution and Agreement

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND APPROPRIATE STAFF TO ENTER INTO AN AGREEMENT BETWEEN NOVA SOUTHEASTERN UNIVERSITY AND THE TOWN OF DAVIE TO PARTICIPATE IN THE A.D.A.P.T. PROGRAM.

WHEREAS, this program has been very successful in its endeavor to provide counseling for first time juvenile offenders and to keep them from entering the court system, if possible; and

WHEREAS, the Town recognizes the positive impact and that the A.D.A.P.T. program has provided to the children and the success the continued partnership between the Town of Davie, Nova Southeastern University and the Davie Police Department has provided to our community;

WHEREAS, the Town Council wishes to continue in the partnership to provide diversionary services to our youth and their families through the use of the A.D.A.P.T. Program.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie hereby approves the Mayor to enter into an agreement between the Town of Davie and Nova Southeastern University, a copy of which is attached hereto as Exhibit "A", for purposes of acknowledging and accepting the terms and conditions set forth herein.

SECTION 2. That the Mayor is hereby authorized to execute the original agreement on behalf of the Town of Davie acknowledging and accepting the terms and conditions as set forth herein.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2008

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2008

AGREEMENT

Between

TOWN OF DAVIE
And

NOVA SOUTHEASTERN UNIVERSITY, INC.

Regarding

The Adolescent Drug Abuse Prevention and Treatment (ADAPT) Program

The above named entities propose a geographically based, juvenile diversionary program for the Town of Davie identified as the ADAPT Program.

This is an agreement made and entered into for the period October 1, 2006 through September 30, 2011, by and between The TOWN OF DAVIE, a municipal corporation of the State of Florida, its successors and assigns, through its Town Council, hereinafter referred to as "DAVIE", and NOVA SOUTHEASTERN UNIVERSITY, INC. (independent contractor), a private, non-profit, educational institution, hereinafter referred to as "NSU".

WITNESSETH:

WHEREAS, DAVIE and NSU have established a history of mutual collaboration, having heretofore participated in the Byrnes Funds grant since 1996, and that DAVIE and NSU have mutually contracted since 2000-2001 for the continuation of the ADAPT Program, and authorize a maximum of \$20,000 for the continuation of services.

IN CONSIDERATION of promises and mutual covenants hereinafter contained, the parties agree as follows:

1. NSU agrees to perform the services contained in Exhibit "A" attached hereto and made a part hereof.
2. NSU agrees to submit to DAVIE monthly bills for services rendered. NSU will identify each participant individually on the bills for service by the assigned by the DAVIE case number listing each particular service received by each referral.
3. DAVIE agrees to reimburse NSU on a monthly basis for services rendered. NSU shall present a bill for payment and payment shall be made within 30 days of receipt of the bill.
4. NSU shall maintain and provide all reports, documentation, and records of any kind or nature required by DAVIE, the County and the State as set forth in the grant awarded to DAVIE to establish the ADAPT program.

5. All services provided under this Agreement and pursuant to this project shall be by and through employees and agents of NSU.
6. NSU and DAVIE agree to hold diversionary board meetings a minimum of two times per month in order to ensure appropriate quality and quantity of referrals.
7. NSU will indemnify and save harmless DAVIE, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, misconduct or negligent act of NSU, its agents, servants or employees in the performance of services under this Agreement. NSU shall not indemnify and hold DAVIE harmless with respect to the acts or omissions of DAVIE, its agents, employees or contractors.
8. NSU is an independent contractor under this Agreement. Service provided by NSU shall be by employees and agents of NSU and subject to supervision by NSU, and not as officers, employees, or agents of DAVIE. Personnel policies, tax responsibilities, social security and health insurance employee benefits, purchasing policies and other similar administration procedures applicable to services rendered under this Agreement shall be those of NSU.

WE THE UNDERSIGNED do hereby agree to the above-mentioned responsibilities and IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT BETWEEN THE TOWN OF DAVIE AND NOVA SOUTHEASTERN UNIVERSITY, INC. FOR THE ADMINISTRATION AND OPERATION OF THE ADOLESCENT DRUG ABUSE PREVENTION AND TREATMENT PROGRAM Agreement on the respective dates under each signature: THE TOWN OF DAVIE AND NOVA SOUTHEASTERN UNIVERSITY, INC., signing through its representatives duly authorized to execute same, on the ____ day of _____, 2007.

Tom Truex
Mayor, Town of Davie

Karen Grosby
Dean
Center for Psychological Studies
Nova Southeastern University

Patrick Lynn
Chief of Police
Davie Police Department

Barbara Sterry
Director
Office of Grants and Contracts
Nova Southeastern University

APPENDIX A

ADAPT 2006-2011 Service Fees
City of Davie

| <u>Services</u> | <u>Unit of Cost</u> |
|----------------------------|---------------------|
| Intervention Services | \$5.00 |
| Biopsychosocial Evaluation | \$50.00 |
| Individual Therapy | \$40.00 |
| Family Therapy | \$45.00 |
| Treatment Planning | \$25.00 |
| Parent Group Sessions | \$15.00 |
| Booster Sessions | \$10.00 |

